

P.O. BOX 51850
LIVONIA MI 48151-5850
RETURN SERVICE REQUESTED



Mortgage Servicing

S-SFRECS20 L-081 R-106
PDO21900100240 - 100525
AQUILLA L BREWER
602 LITTLE GLOUCESTER RD STE
BLACKWOOD NJ 08012-5213

02/25/2021

Agreement to Release Collateral Interest

RE: 0579937452

Property Address: 3439 N 16TH ST PHILADELPHIA, PA 19140

Seller: AQUILLA L BREWER

Total debt payoff amount as of **03/26/2021: \$121,731.17**

Shellpoint Mortgage Servicing ("Shellpoint") has obtained investor approval to release the collateral interest for an amount less than the total due on this loan, subject to the terms and conditions listed below. By 04/09/2021, we must receive the final Settlement Statement, all of the other final approved documents, and no less than the full amount of short sale proceeds specified within this document.

1. Shellpoint is to receive proceeds in an amount not less than \$67,309.01 on or before **04/09/2021**. Proceeds must be remitted in certified funds and sent by overnight mail or by wire. This amount is calculated as a minimum. In the event that the net proceeds from the sale exceed the minimum payoff amount, the excess proceeds must be remitted to Shellpoint. **This Deficiency Waiver Agreement is provided to you in connection with the promissory note (Note) secured by the property located at 3439 N 16TH ST PHILADELPHIA, PA 19140. Upon receipt of certified funds, Shellpoint HEREBY CANCELS any remaining indebtedness excluding any contribution required from the Seller under that certain Note and Mortgage, Deed of Trust, or Security Deed (the Security Instrument) dated 03/04/2000, provided that the short sale is completed in accordance with the approved terms and conditions.**

Wiring Instructions

Bank: Wells Fargo Bank
ABA Number: 121000248
Account Number: 2020050813199
** Reference:0579937452

Overnight Mail Address

Shellpoint Mortgage Servicing
Attn: Loss Mitigation / 866-825-2174
55 Beattie Place, Suite 110 (MS 157)
Greenville, SC 29601

2. Closing costs have been negotiated and agreed upon as of 02/25/2021 as follows:
 - a. Contract Sale Price: \$85,000.00
 - b. Total closing costs not to exceed: \$14,290.99
 - c. Maximum commission paid: \$3,400.00
 - d. Maximum amount allowed for incentive: \$0.00
3. Seller(s) is to receive no proceeds from this transaction other than relocation assistance or incentive (if applicable).
4. Approval is contingent upon review of final settlement statement. If the conditions of the short sale approval are not met, this offer will be null and void.
5. The seller may not incur any obligations for repairs or expenses which would reduce the required minimum payoff. All repairs are the responsibility of the borrower.
6. The completion of a short sale may involve debt forgiveness and have tax consequences. You are strongly encouraged to consult with your legal and/or tax advisor(s) prior to accepting this offer.

Phone Number: 866-825-2174
 Fax: 866-467-1187
 Email: finalssdocs@shellpointmtg.com


SHORT SALE AFFIDAVIT

Address of Property: 3439 N 16TH ST PHILADELPHIA, PA 19140

Servicer: Shellpoint Mortgage Servicing

Servicer Loan Number: 0579937452

Date of Purchase Contract: 01/19/2021

Investor: Wachovia 2008-1

Seller: AQUILLA L BREWER

Buyer: Veniece Dunn

Seller's Agent/Listing Agent: Charles Crummy

Buyer's Agent: Charles Crummy

Escrow Closing Agent: Arco Settlement Company

This Short Sale Affidavit ("Affidavit") is given by the Seller(s), Buyer(s), Agent(s), and Facilitator to the Servicer and the Investor of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property.

NOW, THEREFORE, the Seller(s), Buyer(s), Agent(s), and Facilitator do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an arm's length transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise. Additionally, the transaction is characterized by a selling price and other conditions that would prevail in an open market environment and there are no hidden terms or special understandings that exist between any of the parties involved in the transaction including, but not limited to, the buyer, seller, appraiser, broker, sales agent (including, but not limited to, the listing agent and seller's agent), closing agent and mortgagee;
- (b) Any relationship or affiliation by family, marriage, or commercial enterprise to the Seller(s) or Buyer(s) by other parties involved in the sale of the Property has been disclosed to the Mortgagee;
- (c) There are no agreements, understandings or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as tenants or later obtain title or ownership of the Property, except that the Seller(s) are permitted to remain as tenants in the Property for a short term, as is common and customary in the market but no longer than ninety (90) days, in order to facilitate relocation;
- (d) Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except that the Seller(s) may receive a payment if it is offered by the Servicer, approved by the Investor and, if the payment is made at closing of the short sale of the Property, reflected on the Settlement Statement;
- (e) There are no agreements, understandings or contracts relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (f) The current sale transaction is a market real estate transaction, and the buyer is making an outright purchase of real property;
- (g) The current sale transaction will be recorded;
- (h) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the Settlement Statement;
- (i) Each signatory understands, agrees and intends that the Servicer and the Investor are relying upon the statements made in this Affidavit as consideration for the reduction of the payoff amount of the Mortgage and agreement to the sale of the Property;
- (j) A signatory who makes a negligent or intentional misrepresentation agrees to indemnify the Servicer and the Investor for any and all loss resulting from the misrepresentation including, but not limited to, repayment of the amount of the reduced payoff of the Mortgage;
- (k) This Affidavit and all representations, warranties and statements made herein will survive the closing of the short sale transaction;
- (l) Except for the real estate agents and brokers identified in this Affidavit, the signatories to this agreement can only serve in one capacity in order to be in compliance with HUD's policies on conflicts of interest and arms-length transactions;
- (m) The Listing Agent and Listing Broker certify that the subject property was initially listed in Multiple Listing Service (MLS) for a period of fifteen (15) calendar days before any offers were evaluated;
- (n) If multiple offers were under consideration at the time the offer was submitted for acceptance, the Listing Agent and Listing Broker certify that, of all of the offers meeting HUD's guidelines, this offer yielded the highest net return; and
- (o) Each signatory certifies that all information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Seller Signature

AQUILLA L BREWER

Date

Buyer Signature

Venieece Dunn

Date

Seller's Agent Signature

Charles Crummy

Date

Seller's Broker's Signature

HomeSmart Realty Advisors

Date

Buyer's Agent Signature

Charles Crummy

Date

Buyer's Broker's Signature

HomeSmart Realty Advisors

Date

Escrow Closing Agent's Signature

Arco Settlement Company

Date

Phone Number: 866-825-2174

Fax: 866-467-1187

Email: finalssdocs@shellpointmtg.com

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SHORT SALE CONDITIONAL WAIVER

I am prohibited by law from signing the Short Sale Affidavit for this transaction. By signing this conditional waiver, I agree that I will not act as the closing agent on a subsequent transaction involving the subject property within one year of the closing of this short sale transaction.

Escrow Closing Agent's Name

Date

Escrow Closing Agent's Signature

Date

NewRez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. NewRez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. However, it may be a notice of possible enforcement of the lien against the collateral property, which has not been discharged in your bankruptcy.

Attention Servicemembers and Dependents: The federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including interest rate protections and prohibiting foreclosure under most circumstances during and twelve months after the servicemember's military or other service. Counseling for covered servicemembers is available from Military OneSource (800-342-9647) and the United States Armed Forces Legal Assistance or other similar agencies. For more information, please visit the Military OneSource website www.militaryonesource.mil/.

Notice of Error or Information Request Address: You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us at the following address: Shellpoint Mortgage Servicing P.O. Box 10826 Greenville, SC 29603-0826

Shellpoint Mortgage Servicing utilizes third-party providers in connection with the servicing of your loan, but Shellpoint Mortgage Servicing remains responsible for all actions taken by third-party providers.

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Our system of record has your preferred language as Spanish.

If you prefer to receive communication in a language other than English, please contact us at 866-825-2174 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Si prefiere recibir las comunicaciones en otro idioma que no sea el inglés, por favor, contáctenos en el 866-825-2174 para hablar con un traductor en el idioma de su preferencia sobre la gestión de su préstamo o cualquier documento que haya recibido.

如果您要使用英语以外的其他语言进行交流, 请致电 866-825-2174, 我们将根据您首选的语言安排相应的译员, 与您就贷款服务事项或您所接收的文件进行商讨。

Please note that we operate as NewRez Mortgage LLC dba Shellpoint Mortgage Servicing in Arkansas and Texas.